

COUNTY OF SAN MATEO

AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. 45000-06-177

Contractor Name and Address

Lynx Technologies

1350 41st. Avenue, Suite 202

Capitola, CA 95010

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Department of Public Works

Attention: Adam Lodge

Address: 555 County Center, 5th Floor

City, State, Zip Redwood City, CA 94063

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO DEPARTMENT/DIVISION OF **Department of Public Works**. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from 1/1/2006 to 9/30/2006 unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed **\$75,000.00 (Seventy Five Thousand and No/00)**
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Worker's Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement.

8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.
- Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to : i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years (up to 5 years for equal benefits violation); liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.
- To effectuate the provisions of this paragraph, the County Manager shall have the authority to i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due Contractor under the Contract or any Contract between Contractor and County.
- Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by a person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.
13. **Equal Benefits** With respect to the provision of employee benefits, all Contractors with contracts over \$5,000 shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

2177
Agreement No. 45000-06-0007
Exhibit "A"

Agreement between the County of San Mateo and Lynx Technologies

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

Provide services per Exhibit "B" for the County's new digital orthophotography project.

II. Amount and Method of Payment

Payment shall be made at the agreed contract prices for the performance of individual task orders upon satisfactory completion of work and within 30 of receipt in our Accounting Office of a written itemized invoice detailing the Agreement Number, complete scope of work, specific work completed, number of hours involved and breakdown of charges.

In any event, the total payment for services of Contractor shall not exceed \$75,000, and the County shall have the right to withhold payment if the County determines that the quantity and/or quality of the work performed is unacceptable.

Maximum contract payments for the work specifically defined in attached Exhibit "B" shall be performed for an amount not to exceed \$62,300.00

III. Prevailing Wage

When applicable, the Contractor hereby agrees to pay not less than the prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq.. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

Patricia Kellher
Contractor's Signature

11/29/05
Date

Contractor's Signature

Date

[Signature]
Purchasing Agent, County of San Mateo

12/16/05
Date

[Signature]
Department or Division Head

12/16/05
Date

45000
Budget Unit

binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Patrick Kelleher 11/29/05
Contractor's Signature Date

PATRICK KELLEHER
Name (Please Print)

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

J. J. Ford
Purchasing Agent, County of San Mateo

12/16/05
Date

Neil Cullen
Department or Division Head Approval
Neil Cullen, Director of Public Works

12/15/05
Date

45000
Budget Unit

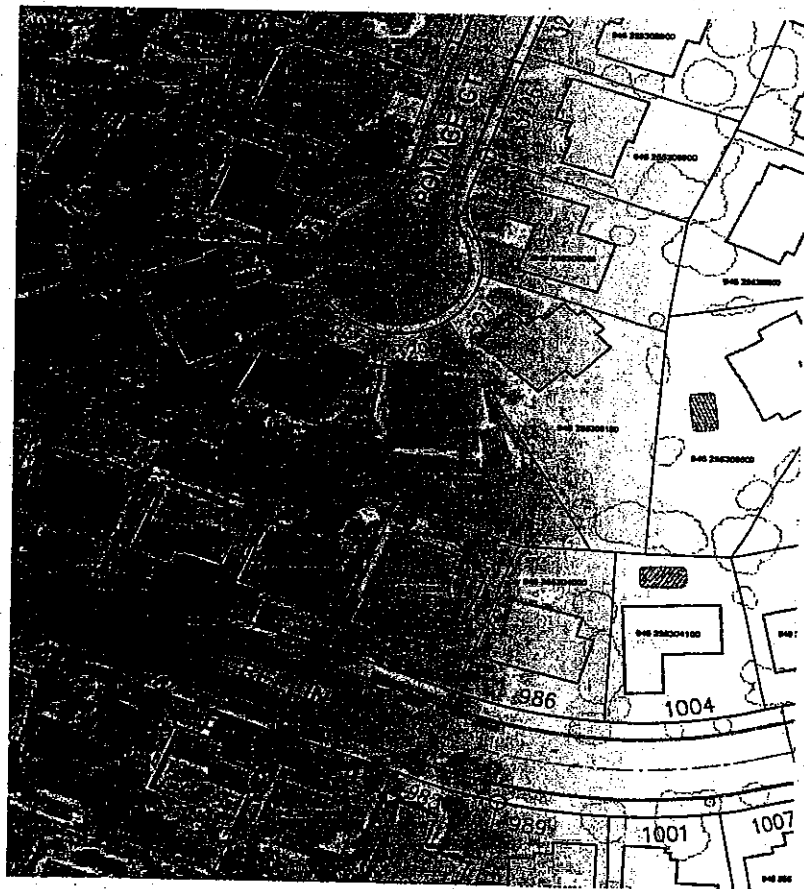
PROPOSAL FOR GIS SERVICES

Submitted to:

Mr. Charles Borden
Contracts Manager
County of San Mateo
455 County Center
Redwood City, CA 94063

November 3, 2005

By:



Lynx Technologies, 1350 41st Avenue, Suite 202, Capitola, CA 95010

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SECTION A: EXECUTIVE SUMMARY

Lynx Technologies (Lynx) is pleased to have this opportunity to present our Statement of Work to provide GIS consulting services to the County of San Mateo. We have had a long history with the County and eagerly look forward to meeting the challenging projects outlined below.

The County has identified two tasks to help in the 2005 orthophotography update and basemap rectification project: 1) to provide Quality Assurance checking on the new orthophotography and 2) rectify the County landbase for the Enterprise GIS.

Lynx Technologies is in a unique position to provide the services requested because:

- 1) Lynx has a seven year history with the County providing data development, and general GIS services,
- 2) Lynx is intimately familiar with the data, people, policies, and procedures in place to maintain excellent communication between all parties that comprise the system and keep it a successful asset for the County.
- 3) Lynx is one of the principal architects of the original landbase development.

The digital orthophotography QA / QC will inspect the visual quality of both sets of deliverables. In other words, Lynx will check one set of 6" pixel 200-scale series and one set of 3" pixel 100-scale series files, approximately 1,650 digital orthophotography image files.

The landbase rectification effort will target key problem areas and comprise several existing themes:

- Parcels
- Right-of-Ways
- Street Centerlines
- Street Names and Addresses

Lynx is committed to the County's GIS success providing and enhancing services to all departments. Our goal is to continue to improve the landbase accuracy and functionality of the system. We believe that this requires a combination of good public/private partnerships, and the tools to empower end-users with high quality data and applications that will improve business processes.

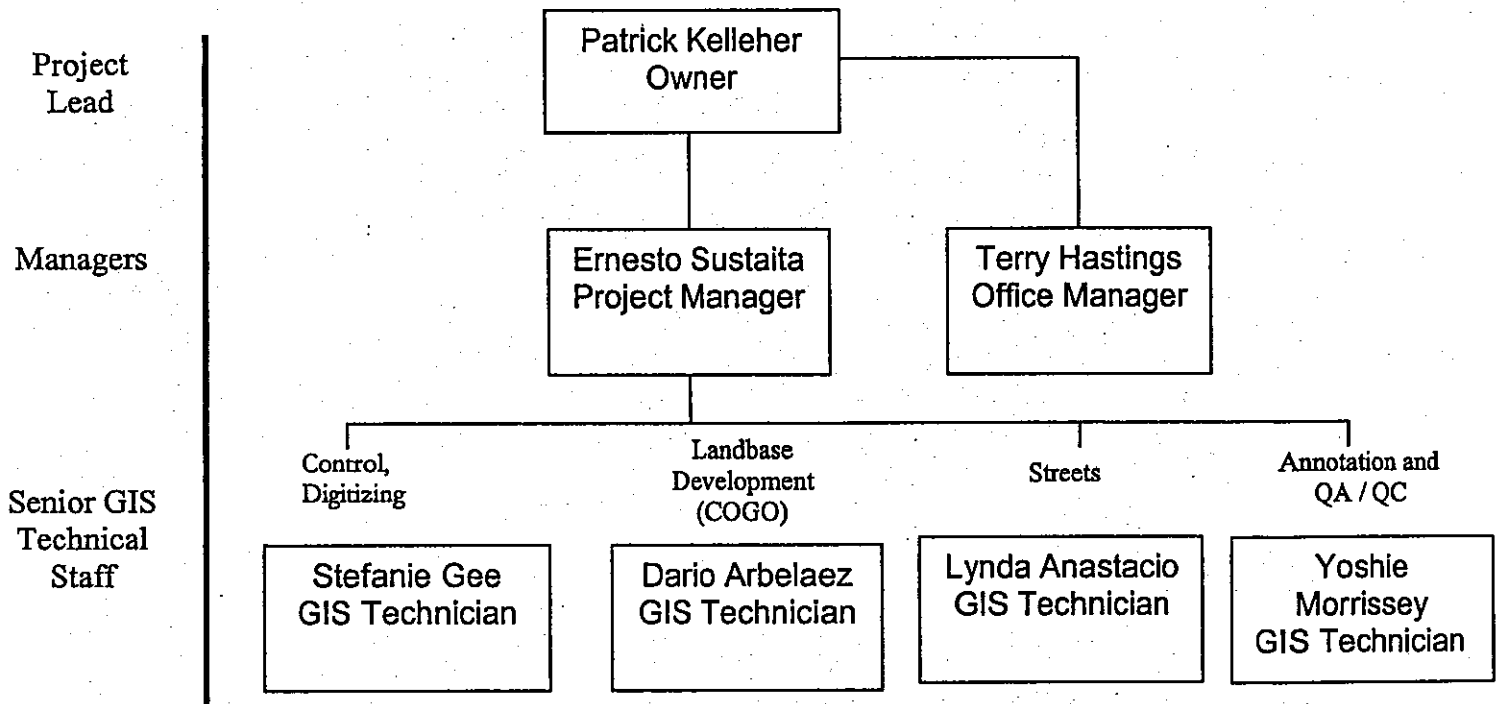
The project leader for Lynx Technologies during the contract period is Patrick C. Kelleher, his contact information is:

Patrick C. Kelleher
Owner
Lynx Technologies
1350 41st Avenue, Suite 202
Capitola, CA 95010
Business Phone: (831) 479-4821, Cell Phone: (408) 482-3255
E-mail: patrickk@lynxgis.com

We invite you to read our approach and look forward to working with you.

The County of San Mateo is familiar with most of the Lynx Technologies (Lynx) team assembled for this project, and their respective roles. All have worked extensively with the San Mateo GIS data and we intend to leverage their particular expertise and various responsibilities. We believe that the staff assigned below will provide ample resources for maintenance portion of the project as well as ad hoc GIS requests. Additional staffing can be added as necessary if, for example, some of the topical projects are funded during next two years.

Organization Chart for San Mateo GIS Support



In addition, Alex Fordyce may be tasked with ArcIMS Web development applications. Alex works with Lynx on a contract basis for many web-GIS projects, and is skilled in a number of development environments. His expertise will prove invaluable for web-based GIS applications that the County may solicit during the next twelve months.

A) Digital Orthophotography Quality Assurance

This fall, the County will acquire new digital orthophotography. Hammon, Jenson, and Wallen and Associates (HJW) have been selected to provide this product and Lynx Technologies will work with the County and HJW to ensure a smooth process and excellent product. Lynx will attend all progress status meetings with HJW and the County (at no charge). Technical tasks fall into 3 sub-tasks for this phase of the project.

1) Inspect the scanned imagery. This will likely occur as part of 2 steps. First, HJW is in the process of preparing a pilot set of products. This will be completed and delivered for Lynx to review in late November. Second, after the aerial flight is completed and the photography is scanned, Lynx will go to HJW's facility in Oakland to inspect the image quality. We will look for blemishes, artifacts, contrast, exposure and coverage for the entire data set.

2) QA 200-scale series digital orthophotography. Approximately 640 6,000' x 4,000' tiles will be reviewed for radiometric distortion, seams, excessive building lean, artifacts, contrast, smears, etc. A 200' x 200' grid will be created for each file. All errors will be marked and tallied in a database.

3) QA 100-scale series digital orthophotography. Approximately 1,008 3,000' x 2,000' tiles will be reviewed for radiometric distortion, seams, excessive building lean, artifacts, contrast, smears, etc. A 100' x 100' grid will be created for each file. All errors will be marked and tallied in a database.

A final review and report of the QA/QC will be submitted to the County and HJW. If any tiles are rejected and resubmitted, they will be rechecked for quality assurance purposes.

B) Landbase Rectification

Once the orthophotography is completed, the County will have an incredible new visualization tool. The improved quality and accuracy of this imagery is easily 100 times better than the 1996 orthophotography. Unfortunately, it was this 1996 imagery that formed the basis for original landbase development. Lynx will use this product as a base to rectify the following basemap features:

- Parcel Polygons
- Right-of-Way
- Street Centerlines
- Street Name and Address Annotation (Optional)

We know from experience that some areas will need more attention than others. For example, the Cities of Menlo Park, Daly City, Foster City, Belmont, San Carlos, and Burlingame should fit the new imagery well because of the nature of their parcel development, but areas like Half Moon Bay, Ladera, Montara, Pescadero, South San Francisco, East Palo Alto and others are going to require adjustment. In some cases the adjustment may be less than 5 feet, but others could be off by 15 to 30 feet. We submit that we do not yet know the scope of the required adjustment, nor has the County defined the desired horizontal accuracy specification. Consequently, this will be our first task, to identify the amount and priorities of horizontal re-alignment required for the entire County. This will provide the scope under the existing budget. Our intention is to focus on urbanized areas where the highest amount of error exists first. Once these areas are completed we will proceed to lower priority areas until either all areas are rectified or the budget is exhausted.

We recommend using a 2½ feet for the target horizontal accuracy. This is becoming a standard, is attainable with the quality of the new orthophotography and is generally acceptable for local GIS interests. Moreover, this target is reasonably efficient and will provide for alignment with physical features that is the standard metric for most users of spatial data.

Once the priority areas are approved by the County GIS team, we will proceed with rectification of the landbase layers identified above. The 'optional' tag associated with the annotation layers above reflects the County's choice to have these features adjusted; for us they do not reflect a significant or measurable cost in the process. Topology will be reconstructed and all attributes conflated to the matching adjusted features using the County's existing topology rules and database design. For example, the County has an extensive investment in the street network; street features have been linked to the Asset Management and Pavement Management Systems and it is critical that these linkages be preserved.

QA / QC procedures will be expended on all feature classes in the data set similar to the initial landbase development project. 100% of all attributes will be tested to ensure a match between the original and new landbase.

Patrick Kelleher will act as project manager for this project. He will coordinate all activity between Lynx and the County. Ernesto Sustaita, will be the technical project manager. Lynx staff will meet weekly and meet with County monthly or bi-monthly as the need arises.

SECTION D: COST AND SCHEDULE

Item Description	Total Hours	Total Cost
A. Orthophotography QA / QC		
Inspect Photography	8	\$500
200 Scale Series – 640 Files	80	\$4,000
100 Scale Series – 1008 Files	126	\$6,300
Final Report	8	\$500
Sub-total	230	\$11,300

11,750

Item Description	Total Hours	Total Cost
B. Landbase Rectification		
Identify Areas	40	\$2,000
Digitize Control	80	\$4,000
Rectification	400	\$24,000
Rebuild Topology	80	\$5,000
Conflate Attributes	80	\$5,000
QA / QC	100	\$6,000
Project Management and Overhead	70	\$5,000
Sub-total	850	\$51,000
Grand Total		\$62,300

All costs include all travel time, overhead expenses, and cost of materials.

Schedule

The orthophotography QA / QC will be synchronized with HJW. We are anticipating to be able inspect the scanned images at their Oakland office in December. The final orthophotography is expected to require 1.5 months to complete. We anticipate approximately 3 batches of files to be delivered, beginning in March which would enable us to complete the QA by mid-April.

Landbase rectification will require approximately 4 months to complete. The County will be provided draft copies of the data as necessary throughout the process. Billing will be monthly.